



City of
Rockville
Get Into It

City of Rockville
Rockville, Maryland

**REQUEST FOR PROPOSAL # 17-18
COMMUNITY PLANNING AND DEVELOPMENT SERVICES**

Proposals Due by 2:00 P.M., Monday, December 18, 2017

ISSUED BY:

Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL # 17-18
COMMUNITY PLANNING AND DEVELOPMENT SERVICES**

PROCUREMENT OPERATION

Sealed proposals addressed to the City of Rockville, Maryland to provide as needed, categorical community planning and development services will be received at Rockville City Hall, Procurement Division, Attention: Jonathan Pierson, CPSM, C.P.M., Principal Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), MONDAY, DECEMBER 18, 2017**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Friday, November 17, 2017 at 10:00 A.M.** at Rockville City Hall in the Mayor & Council Chambers, located on the 3rd floor of City Hall at 111 Maryland Avenue, Rockville, Maryland. Proposers are highly encouraged to attend the meeting. In an attempt to ensure adequate seating, please e-mail Jonathan Pierson at jpierson@rockvillemd.gov and indicate the number of people attending for your company.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **10:00 am (Eastern), FRIDAY, DECEMBER 01, 2017** to Jonathan Pierson, CPSM, C.P.M., Principal Buyer, via e-mail at jpierson@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

Work sites will vary and will be located in the City of Rockville, Montgomery County, Maryland.

PROJECT DESCRIPTION

The City of Rockville, Maryland is requesting proposals from qualified community planning and development services firms to provide comprehensive community planning and development services to include, but not be limited to: consultative and technical guidance; production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules and cost estimates; as well as, bid, award, project management, construction administration, monitoring and testing, policy and regulation development, training and public outreach support, data analysis, permitting and report writing services on an as-needed basis. The City intends to make multiple, categorical awards, after which, it will issue individual Project Task Orders as the need for services arise. When the need for services arise, the City will request a quote/proposal from Contractors within a specific category. The City will issue individual Project Task Orders to the firm that it believes is best suited to a specific project task based on the factors outlined in Section 12, Sub-Section d., any criteria contained in the request for quotes/proposals for an individual Project Task Order, and the Contractor's response to the request for quotes/proposals.

AWARD

Preliminary awards will be made to one or more qualified offerors, per category, obtaining the highest weighted score(s) based on technical evaluation factors published in this Request for Proposal, where the City will select offerors whose professional qualifications and proposed services are deemed most meritorious by the City.

The City will then consider the selected offerors generic rate proposals, after which, negotiations may be conducted with selected offerors, if, and as, needed.

If an agreement deemed satisfactory and advantageous to the City can be reached with a selected offeror at prices, terms and conditions considered fair and reasonable by the City, an award will be made to that offeror.

Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

Please note, the City intends to make multiple, categorical awards, after which it will issue individual Project Task Orders as the need for services arise. When the need for services arise, the City will request a quote/proposal from Contractors within a specific category. The City will issue individual Project Task Orders to the firm that it believes is best suited to a specific project task based on the factors outlined in Section 12, Sub-Section d., any criteria contained in the request for quotes/proposals for an individual Project Task Order, and the Contractor's response to the request for quotes/proposals.

AGREEMENT

A successful offeror shall be required to complete a two-party standard form of agreement. A sample agreement (Attachment E) is attached. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by a successful offeror will be considered. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

TERM

Initial agreement(s) will remain in place through June 30, 2022. The City of Rockville reserves the right to renew agreements for two (2) additional one (1) year periods, one (1) year at a time, contingent upon satisfactory annual performance by the contractor and fiscal appropriation. Additionally, the City of Rockville reserves the right to extend agreements past five (5) years, if deemed in the best interest of the City and mutually agreeable to both parties.

NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of

Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which states that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL # 17-18
COMMUNITY PLANNING AND DEVELOPMENT SERVICES**

1. Intent, Background and Scope

a. Intent

The City of Rockville, Maryland (City) intends to award multiple, categorical contracts, to qualified community planning and development services firms to provide comprehensive, as needed services in the following categories to supplement work typically performed by the City's Department of Community Planning and Development Services:

Urban Planning; Real Estate Appraisal; Historic Preservation; Building and Fire Plan Review and Field Inspections.

Once initial awards are in place, individual Project Task Orders will be issued as the need for services arise, which will specify the scope work to be performed on a project. When the need for services arise, the City will request a quote/proposal from Contractors within a specific category. The City will request that Contractors within a specific category submit quotes/proposals, after which the City will issue individual Project Task Orders to the firm that it believes is best suited to perform the scope of services based on the factors outlined in Section 12, Sub-Section d., any criteria contained in the request for quotes/proposals for an individual Project Task Order, and the Contractor's response to the request for quotes/proposals.

b. Background

The City of Rockville is one of the largest municipalities in Maryland, consisting of 13.5 square miles and more than 62,000 residents. The City provides a full range of municipal services, including, but not limited to, water, sewer, street maintenance, zoning, planning, permitting, inspections, as well as parks and facilities maintenance.

The City has competitively solicited and contracted for the type of services identified in this solicitation on average every five (5) years, for the last fifteen (15) years. A little over \$380,000.00 has been spent over the last five (5) years for community planning and development services.

c. Scope

The City is requesting proposals from qualified community planning and development services firms to propose solutions for providing comprehensive services to include, but not be limited to, consultative and technical guidance, production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules and cost estimates, as well as bid, award, project management, construction administration, monitoring and testing, policy and regulation development, training and public outreach support, data analysis, permitting and report writing services on an as-needed basis in one or more of the following architectural, engineering and related services categories:

Urban Planning; Real Estate Appraisal; Historic Preservation; Building and Fire Plan Review and Field Inspections.

The City intends to make multiple, categorical awards, after which, it will issue individual Project Task Orders as the need for services arise. When the need for services arise, the City will request a quote/proposal from Contractors within a specific category. The City will issue individual Project Task Orders to the firm that it believes is best suited to a specific project task based on the factors outlined in Section 12, Sub-Section d., any criteria contained in the request for quotes/proposals for an individual Project Task Order, and the Contractor's response to the request for quotes/proposals.

The Offeror should describe the proposed processes that will be used to accomplish each of the requirements described within the following five (5) Sections of this Request for Proposal.

2. Required Categories of Community planning and development services

The City of Rockville requires community planning and development services for the following categories:

- a. **Urban Planning Services (Category A)**— Urban planning and development review services, as independent projects, not included as subcontract work under other groups. Services to support community and long-range planning, the development review process, zoning ordinance revisions, and would cover a number of areas:
 - Urban design services, including streetscape design
 - Comprehensive master planning support, including community engagement and facilitation support
 - Expertise in zoning, land use law and regulation, and code development
 - Development review, site plan review, and process improvement services related to such reviews
 - Affordable housing plans and strategies
 - Economic, fiscal, and real estate analysis
 - GIS and attribute data management services, visualization graphics, 3-D modeling, and related analytical and graphical support
 - Additional urban planning related services, as directed
- b. **Real Estate Appraisal Services (Category B)**—Real estate appraisal services, as independent projects, not included as subcontract work under other groups. Services include but are not limited to:
 - Real estate appraisals
 - Appraisal reviews
 - Negotiations and settlements with property owners
 - Mediation services for all needed property interests
 - Filing of legal documents in the Montgomery County Land Records
 - Development of rental rates (commercial and residential)
 - Market research and analysis
 - Title searches
 - Expert testimony
 - Additional real estate related services, as directed
- c. **Historic Preservation Services (Category C)**—Historic preservation services, as independent projects, not included as subcontract work under other groups. Services to include the following:
 - Historic preservation services, including the evaluation and inventory of properties for historic significance, and the development of historic preservation plans, policies, and management approaches
 - On-site field support for historic preservation services, including archaeology, field surveys and documentation, and inspections
 - Additional historic preservation services, as directed

- d. **Building and Fire Plan Review and Field Inspections (Category D)** – Building and fire plan review and field inspections, as independent projects not included as subcontract work under other groups. Services to include the following:

- Plan review for building plans and fire protection systems
- Field inspections for building and fire code compliance
- Mechanical, electrical, and plumbing code compliance review and field inspections
- Fire protection engineering and field inspections
- "Green" Building Code compliance review and field inspections
- Structural Engineering Code compliance review and field inspections
- Energy Conservation Code compliance review and field inspection
- Additional building and fire plan review and field inspection related services, as directed

3. Contractor Responsibilities

a. **Required Services**

The City of Rockville requires the performance of community planning and development services for the tasks listed in Section 2 to include, but not be limited to, the following:

- Evaluations, investigations, analysis, recommendations, cost estimates, studies, designs, renderings, preparation of documents (including drawings in an up to date AutoCAD version and data for ArcGIS), review of site and building plans, field inspections.
- Professional involvement throughout all phases of a project for which an individual Project Task Order is issued, such service may include, but not be limited to, development of plans and programs; preparation of reports; periodic progress reports/meetings; processing of project correspondence; and public presentations to include but not limited to staff, elected or appointed officials, residents, etc.
- All project correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to the City of Rockville's Project Manager for each task in the format and number of copies as directed by the task statement of work within thirty (30) days of project completion, the Contractor shall prepare and submit a Project Completion Report with project closeout documents and submit to the City of Rockville's Project Manager.
- Other types of professional and technical services of a nature consistent with the intent of this RFP, as so directed by the City.

b. **Potential Required Management Responsibilities**

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for management responsibilities to include, but not be limited to, the following, where applicable:

- Work with citizen committees and City staff to identify key objectives and priority needs to be addressed by potential projects, as well as, generate design alternatives to meet the projects objectives, within budgetary guidelines.
- During design phases, attend, participate in, hold, and/or conduct meetings with Project/Citizen Committees, and/or public meetings as per any applicable federal, state and/or local guidelines. Communication with City staff may also apply to various projects. In some cases, the results of various design development phases will be presented to the Mayor and City Council during evening meetings at City Hall.
- Meet with the City staff for project kick-off meetings and initial site inspections. Attend neighborhood evening meetings to explain projects to the community, present design alternatives and receive/record comments, as well as, present designs with citizen feasible input incorporated.
- Adhere to project scopes and/or statements of work.
- Notify in writing City Project Manager of design alternatives that have significant changes and/or impact to project scopes.
- Record and submit the typewritten minutes for progress meetings related to various projects.

- Review and document final scope conformance to design elements. Documentation may need to specify if proposed treatment is “NOT” in accordance with various types of standards, and may need to include a section to document the reasons and justifications.
- Report on design elements not conforming to standards and specifications.
- Attend meetings with the City Departments and Committees prior to, as well as, during various phases of design and construction.
- Assist City with permitting review and grant submissions/requirements/administration.
- Provide City with expert witness testimony related to legal proceedings.
- Provide City with public outreach support at City sponsored events, speaking engagements, public service announcements, marketing efforts, communication efforts, educational efforts, etc.

c. Potential Required Task Responsibilities

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for task responsibilities to include, but not be limited to, the following, where applicable:

- Provide plans, reports and data analysis.
- Conduct site and building plan review and field inspections.
- Conduct research and prepare ordinance and other regulatory language.
- Conduct property research and appraisals, and provide expert testimony.
- Provide assistance with grant submissions, requirements, and overall administration.
- Provide GIS professional services which may include but are not limited to: collection, processing, and management of data; desktop, web, and mobile solutions and application development; system design, systems integration, and implementation.
- Prepare design plans and preliminary cost estimates for such plans.

4. City Responsibilities

The City of Rockville will provide the Contractor with general guidance and liaison services to all applicable City agencies. The City will assist the Contractor by providing guidance and background material where available, as well as any other related information, which will be made available for review to the Contractor during the course of applicable projects. The City will provide copies of drawings on file for existing buildings, utilities, and other conditions, as available, however the City does not warrant the accuracy of any documents and/or information. It shall be the responsibility of the Contractor to coordinate with all utility companies in regard to existing utilities (if any) and verify their location.

5. Project Response Times, Quotes/Proposals, And Schedule Requirements

a. Response Times

To the maximum extent possible, the City of Rockville will contact all Contractors within a specific Category as needs for community planning and development services arise to request quotes/proposals in accordance with subsection (b). A Contractor who is contacted by the City shall respond, at a minimum verbally, to the City of Rockville within three (3) business days after being contacted. In the case of an emergency request, a Contractor shall respond verbally to the City of Rockville within one (1) business day after being contacted. The City may schedule a meeting with the Contractor(s) and City representatives to discuss the work required and provide an outline of the required scope of work.

b. Quotes/Proposals

Based upon the scope of work for a particular project and any discussions that may occur between the City and the Contractor(s), a Contractor shall submit to the City of Rockville a fixed lump sum quote/proposal, or a not-to-exceed quote/proposal, as determined and/or requested by the City, based upon the Contractor's fixed hourly rates negotiated pursuant to this solicitation. The quote/proposal, as determined by the City, is to contain fixed firm or estimated number of hours broken out by category of service, firm hourly rates for each category, a detailed scope of services describing work to be performed and estimated time for completion. Quotes/proposals are to include a proposed work schedule by task, a project timeline, as well as any other information requested by the City. Additionally, the quote/proposal is to be offered in accordance with the pricing structure, terms, and conditions negotiated pursuant to this solicitation. In the event that a Contractor's quote/proposal is accepted, the

City of Rockville will issue a Project Task Order in accordance with Section 12 for the selected Contractor to perform the work. Any and all quotes/proposals shall be prepared at no cost to the City of Rockville.

i. Not to Exceed Quotes/Proposals

Generally, when the scope of a needed service, as determined by the City, involves work of such nature that a Contractor cannot reasonably estimate the time that would be required to provide the service, the City of Rockville will agree to a not-to-exceed format for quotes/proposals and any individual Project Task Order based on the actual hours worked times the applicable hourly rates indicated in any subsequent contract along with any other pre-approved expenses. The City shall determine when a not-to-exceed format for quotes/proposals and individual Project Task Orders is warranted. When a not-to-exceed Project Task Order is awarded, the Contractor shall submit detailed time records, documentation for other expenses, and such other evidence as the City of Rockville may require supporting billing requests and invoices.

ii. Multiple Tasks or Work Items

For each quote/proposal there will generally be multiple tasks or work items. In its sole determination, the City may require that a Contractor submit a separate budget for each work item, task, or sub-task in the Contractor's quote/proposal. For each work item, task, or sub-task, there shall be a separate budget consisting of hours for each category of employee with applicable hourly rates. The budget assigned to each work item, task, or sub-task cannot be exceeded. The City must authorize, in writing, either additional funds or a reallocation of funds between work items, tasks, or sub-tasks. All invoicing shall be in accordance with a format approved by the City and shall show the budgeted hours and applicable rates in accordance with the work items, tasks, or sub-tasks.

c. Schedule Requirements

All projects, tasks, and services are to be completed and products/deliverables submitted within time frames that will be pre-determined prior to the start of work, using a schedule format that is deemed suitable by the City of Rockville. As part of any individual Project Task Order award, a Contractor will be required to provide monthly progress and reports on the project's status.

6. Potential Required Project Deliverables

In the event of an award, and for the rates agreed upon, selected Contractors should anticipate being responsible for deliverables to include, but not be limited to, the following, where applicable:

- Designs, drawings, plans, renderings, estimates, project reports, specifications, construction sketches and project reviews.
- Plan review comments for site and building plans.
- Design alternatives as needs arise, to include an analysis of the various alternatives.
- Data analysis, models and spreadsheets.
- Design exhibits and presentations.
- Outlines and schedules of various, applicable processes, as well as, industry applicable reports.
- Written technical matrices for comparing design plans, specifications, and cost estimates of viable alternatives.
- Drawings containing parcel delineations, right of way maps, title searches, etc.
- Field inspection reports.
- Digital formats of reports and/or graphics (e.g. – HTML, Microsoft Word, PDF, etc.).
- Copies of preliminary draft plans for staff review.
- Copies of the draft plans for public hearings suitable for public distribution including PDF files for web page placement.
- Color copies of the final reports suitable for public distribution.

- Graphic documents printed or plotted on paper, when completed these documents may also need to be delivered in a CD-ROM or other various formats.
- Reproducible and unbound copies of written documents printed on paper in various formats. These documents may also need to be digitally stored in various computer formats, and may also need to be provided to the City in a CD-ROM or other various formats. Documents may also need to be converted into a read-only format (*.pdf), using a commonly used freeware program (e.g. - Adobe Acrobat Reader).

7. American With Disabilities Act (ADA) Compliance

Any and all work, designs and/or deliverables provided by the Contractor shall comply with the non-discrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

8. Technical and Contractual Questions

Technical and contractual questions pertaining to this RFP may be directed to Jonathan Pierson, CPSM, C.P.M., Principal Buyer, via e-mail at jpierson@rockvillemd.gov, no later than **10:00 AM (Eastern), FRIDAY, DECEMBER 01, 2017**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms, and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

9. Proposal and Execution of Offer Submittal Instructions

One (1) original marked and three (3) copies of the **PROPOSAL**, marked "**RFP # 17-18, COMMUNITY PLANNING AND DEVELOPMENT SERVICES**" must be submitted to and received no later than **2:00 P.M. (EST) on Monday, December 18, 2017** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Jonathan Pierson, CPSM, C.P.M., Principal Buyer.

One (1) original, independently **SEALED EXECUTION OF OFFER (ATTACHMENT A)**, marked "**RFP # 17-18, COMMUNITY PLANNING AND DEVELOPMENT SERVICES, SEALED EXECUTION OF OFFER (ATTACHMENT A)**" must be submitted with, and affixed to, the **ORIGINAL PROPOSAL**.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. *Individual, separate, and complete PROPOSALS and SEALED EXECUTION OF OFFERS (ATTACHMENT A) must be submitted for EACH CATEGORY a firm decides to compete in, and the format of proposal(s) must contain the following elements organized into separate chapters and/or sections, as deemed appropriate.* Failure to adhere to this format may result in the disqualification of your proposal(s).

- Letter of Interest
- Approach and Work Plan
- Understanding the City's Requirements
- Firm Experience and Capabilities
- Project Team Qualifications and Experience
- Sub-Contractors
- Price Proposal
- Other Relevant Information
- References
- Execution of Offer (**SEALED, MARKED ENVELOPE - ORIGINAL PROPOSAL ONLY**)
- Other Miscellaneous Required Elements

- Affidavit Form
- Respondent's Questionnaire
- Agreement
- Insurance
- Extension to Mid-Atlantic Purchasing Team

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. Letter of Interest

Provide a Letter of Interest, which includes a short, concise and focused overview that introduces your firm to the reader.

Maximum of One (1) Page in Length

b. Approach and Work Plan

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to projects. This section should also provide detailed information about your firm's mission and philosophies, as well as, its strategies and processes for providing bridge and structural related architectural and engineering and related services to its customers that add value and distinguishes it from all others.

Maximum of Two (2) Pages in Length

c. Understanding the City's Requirements

This section should confirm your understanding of the RFP and the City of Rockville's needs, as well as, provide narratives describing your firm's understanding of the required categories, services tasks, responsibilities, response times, scheduling and deliverables set forth in Sections 1 through 6 of this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified within these first six (6) sections of the RFP. These narratives should also demonstrate your firm's knowledge and understanding of local and regional conditions, as well as, local, state and federal regulations where applicable.

This section should also demonstrate your firm's capability to respond to the City's needs in a timely manner by identifying the proximity of the respondent's office(s) to the City of Rockville, as well as, acknowledging and stating conformance to the required response time(s) set forth in Section 5, Sub-Section (a).

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must note and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

Maximum of Three (3) Pages in Length

d. Firm Experience and Capabilities

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as, a statement of qualifications demonstrating a minimum of three (3) years of experience performing similar design work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.

- Provide a list of all other governmental entities for which your firm has previously provided equivalent services.
- Specifically address your firm's experience with the type of services listed in the category for which your firm is submitting.
- Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the services required:
 - A list of three (3) projects completed within the past three (3) years that best illustrate your firm's capabilities as they relate to the required tasks described in Section 3, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
 - Information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company's overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Explain the company's philosophy and approach to managing workload and assigning resources.
- Company's professional registrations, affiliations and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

Maximum of Three (3) Pages for Overall Description of Firm's Experience and Capabilities Plus a Maximum of One (1) Page for Each of the Three (3) Specific Project Descriptions.

e. Project Team Qualifications and Experience

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. At a minimum, this section should include:

- Name of the designated manager(s)
- Organization's name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.

- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Portfolios for all managers to include projects related to the Category offered, which are similar in size and scope to the needs of the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

f. Sub-Contractors

List any sub-contracting disciplines needed to provide any and all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications and capabilities to provide the specified services.

Respondents shall clearly state whether or not they intend to sub-contract any portion of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the potential work being sub-contracted are to be provided. The Contractor assumes full liability for the performance of all subcontractors.

The City of Rockville reserves the right to require Contractor and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

g. Price Proposal

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) or more selected respondents based upon the category of services and requirements outlined within this RFP and the subsequent revision (if necessary) at a fixed fee rate for an open ended, as needed contract.

Provide a detailed fee schedule (Attachment A) listing hourly rates inclusive of all profit, fees, travel expenses, costs and other personnel expenditures for each category of employee to be used to provide services. Provide an hourly rate on Attachment A for the applicable, generic representative personnel categories provided below.

- **Principal/Associate (Corporate Officer or Partner)**
This Principal/Associate (corporate officer or partner) will contribute about 5% of effort on individual projects.
- **Project Manager**
The Project Manager must have greater than 10 years of experience, be a licensed professional (if applicable to the category for which your firm is proposing), and will contribute about 20% of effort on individual projects.

- **Senior Professional**

A senior professional has greater than 5 years of experience and must possess a professional license in his/her related field (i.e. professional engineer, certified planner, professional land surveyor). Personnel in this category will contribute about 25% of effort on individual projects.

- **Junior Professional**

A junior professional has less than 5 years of experience, may or may not be licensed in his/her field, and will contribute about 20% of effort on individual projects.

- **Technician**

This category of personnel includes staff such as construction inspector, field technician, plat technician, survey technician (field and/or office), draftsman, CADD operator and GIS specialist. Personnel in this category will contribute about 30% of effort on individual projects.

Note: Failure to provide pricing in the format listed within this Section may be grounds for the disqualification of a proposal, as determined by the City of Rockville.

Any non-labor costs, which the City agrees cannot be factored into the generic rates above, (e.g. express courier rates, equipment rental fees, duplication of plans and drawings, etc.) will be provided at cost, with no additional mark-up or cost plus fees. The City reserves the right to require firms to attach receipts to invoices.

No additional payment will be made for travel related expenses (e.g. airfare, meals, mileage, lodging, per-diem, etc.), or miscellaneous non-labor costs (e.g. administrative services, data entry, fax transmissions, telephone calls, etc.).

At no time shall costs associated with subcontracting be marked up or provided for cost plus fees, nor shall any subcontractor be required to provide any form of compensation to a Contractor for being selected or recommended for work associated with this RFP. The City reserves the right to require the Contractor to solicit price proposals from three (3) or more subcontractors, deemed qualified by the City to perform the work, whenever more than 25% of the cost associated with a project or task must be subcontracted.

h. Other Relevant Information

Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications and how it can add value to this project.

i. References

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least six (6) specific references (preferably local governments such as the City of Gaithersburg, Montgomery County, WSSC, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- Three (3) of these references are to be for current, unfinished projects.
- Three (3) of these references are to be for completed projects not to exceed three (3) years in age.
- One (1) of these references is to be for a completed project not to exceed one year in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for additional, related private and/or international sector projects.

j. Execution of Offer (SEALED, MARKED ENVELOPE - ORIGINAL PROPOSAL ONLY)

Complete and return the attached Execution of Offer form in a **SEALED, MARKED ENVELOPE WITH YOUR ORIGINAL PROPOSAL ONLY**. Failure to complete and return this document may result in the disqualification of your proposal.

k. Other Miscellaneous Required Elements**i. Affidavit Form**

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

ii. Respondent's Questionnaire

Complete and return the attached Respondent's Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

iii. Agreement

Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).

iv. Insurance

Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document (Attachment F). Provide a copy of a current Certificate of Insurance.

v. Mid-Atlantic Purchasing Team (MAPT) Cooperative Rider Clause

Proposers are highly encouraged to extend any subsequent agreement to other members of the Mid-Atlantic Purchasing Team (MAPT). The City's current A/E Agreements have been used by other local jurisdictions to include, but not limited, to College Park, Montgomery Community College, Montgomery County, and Prince Georges County.

10. Generic Pricing Formulation

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) or more selected respondents based upon the category of services and requirements outlined within this RFP and the subsequent revision (if necessary) at a fixed fee rate for an open ended, as needed contract.

Provide a detailed fee schedule (Attachment A) listing hourly rates inclusive of all profit, fees, travel expenses, costs and other personnel expenditures for each category of employee to be used to provide services. Provide an hourly rate for the applicable, generic representative categories provided below:

▪ Principal/Associate (Corporate Officer or Partner)	at	05%
▪ Project Manager	at	20%
▪ Senior Professional (> 05 Years Experience)	at	25%
▪ Junior Professional (≤ 05 Years Experience)	at	20%
▪ Technician	at	30%

Note: The fee formulation/structure must be weighted based upon the generic anticipated percentage of effort reflected above for each generic job title. Please note that the percentages listed above represent average level of effort provided by each class of personnel, on individual projects.

Note: Failure to provide pricing in the format listed within this Section may be grounds for the disqualification of a proposal, as determined by the City of Rockville.

Any non-labor costs, which the City agrees cannot be factored into the generic rates above, (e.g. – express courier rates, equipment rental fees, duplication of plans and drawings, etc.) will be provided at cost, with no additional mark-up or cost plus fees. The City reserves the right to require firms to attach receipts to invoices.

No additional payment will be made for travel related expenses (e.g. airfare, meals, mileage, lodging, per-diem, etc.), or miscellaneous non-labor costs (e.g. administrative services, data entry, fax transmissions, telephone calls, etc.).

At no time shall costs associated with subcontracting be marked up or provided for cost plus fees, nor shall any subcontractor be required to provide any form of compensation to a Contractor for being selected or recommended for work associated with this RFP. The City reserves the right to require the Contractor to solicit price proposals from three (3) or more subcontractors, deemed qualified by the City to perform the work, whenever more than 25% of the cost associated with a project or task must be subcontracted.

11. Evaluation and Award

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the proposals within each category, based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Approach and Work Plan	20%
2. Understanding the City's Requirements	20%
3. Firm Experience and Capabilities	20%
4. Project Team Qualifications and Experience	20%
5. References	20%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Evaluation Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order.

Selection will be made of one or more offerors, in each category, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. The City will then consider the selected offeror(s) generic rate proposals, after which, negotiations may be conducted with selected offeror(s), if and as needed. If an agreement deemed satisfactory and advantageous to the City can be reached with the selected offeror(s) at prices, terms and conditions considered fair and reasonable by the City, an award will be made to that/those offeror(s). Otherwise, negotiations with that/those offeror(s) will be formally terminated, and negotiations may be conducted with other offerors in the same category.

The City reserves the right to make multiple awards as a result of this solicitation. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded only to that offeror.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting the proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror(s), it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

The City Manager or Mayor and Council will make the final decision of award based on the recommendations of the Evaluation Committee and, if necessary, the endorsement of any other governmental bodies.

12. Individual Project Task Orders

As the need for services arise, the City will issue individual Project Task Orders in accordance with the provisions of this section. When the need for services arise, the City will request a quote/proposal from Contractors within a specific category. To the maximum extent possible, each Contractor within a specific category will be provided with a fair opportunity to be considered for each individual Project Task Order.

a. No Guaranteed Work

The City does not represent, warrant, covenant or guarantee that Contractors will receive a Project Task Order. The City reserves the right, at its sole discretion, to issue separate Request for Proposals for work and other projects that are similar or identical to the scope of services within any category.

b. Project Task Order

i. Definition

A Project Task Order is a document issued through the City's Procurement Division in the form of a Purchase Order. Project Task Orders will specify the scope of services to be performed, the period of performance, the fee schedule for any work to be performed, and any other information that the City determines should be included in an individual Project Task Order. The work performed under a Project Task Order may include one or more phases of a project. If more than one Project Task order is utilized for a single project, the sum of all Project Task Orders utilized under the contract shall not exceed any of the limitations contained within this solicitation.

ii. Issuance and Contents

The City may issue one or more Project Task Orders to Contractors during the contract, renewal, or extension terms. The Project Task Orders issued to the Contractors shall, at a minimum, consist of a scope of work which shall include a definition of the Project, the scope of services required, and a fee structure that is consistent with the terms of this solicitation and any quote/proposal submitted by a Contractor for an individual Project Task Order.

The period of performance of a Project Task Order may extend past the initial contract term, and any renewal or extension terms. In such instances, the Project Task Orders shall remain in effect and the work shall continue to be completed in accordance with the pricing structure, terms and conditions of the contract at the time the Project Task Order was issued or last amended.

iii. Failure to Agree on Scope or Price

If the City and all of the Contractors in a specific category cannot agree on the scope of work and/or a fee structure for a specific Project Task Order, the City may terminate negotiations with the Contractors on the Project Task Order and pursue obtaining the required services through alternative means.

iv. Work Prior to Purchase Order at Contractor's Risk

Commencement of work prior to issuance of a Project Task Order shall be at the Contractor's risk.

c. Documentation of Rates

The Contract prepared by the City will document the negotiated hourly labor rates for the various generic representative personnel categories. These rates will be used by the City in arriving at Project Task Order fees and any hourly rate work that is authorized by the City for Project Task Orders issued under the Term Contract resulting from this solicitation.

d. Project Task Order Assignments

To the maximum extent possible, each eligible Contractor will be provided a fair opportunity to be considered for each individual Project Task Order. The City will issue individual Project Task Orders to the firm that it believes is best suited to a specific project task based on the following factors, which are in no particular order, as well as any criteria contained in a request for quotes/proposals for an individual Project Task Order and a Contractor's response to that request for quotes/proposals:

- i. Qualifications, knowledge and experience of the Contractor's staff and any affiliated sub-contractors as related to the particular project.
- ii. Performance on past or current projects, where documented and meeting the terms and conditions of this solicitation.
- iii. Resources available compared to existing assigned workload.
- iv. Cost effectiveness and reasonableness based on approved rate schedules, proposed labor hours/loading and sub-contractor use.
- v. Responsiveness in responding to task order quote/proposal requests.

13. Compensation

The City will compensate Contractor(s) in the form of either a fixed lump sum payment upon completion and acceptance of all work, or monthly progress payments, upon completion and acceptance of milestones and/or deliverables, as determined by the City and as specified in the Project Task Order. Payments will be made Net 30, upon completion and acceptance, or receipt of a correct invoice, whichever is later. In any event, compensation shall not exceed any sum reflected on City Purchase Orders for individual projects without a valid City Change Order.

14. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates), earned value chart (where applicable) and estimated percent completion for service.

The City may require a breakdown for each work item, or sub-task, that shows the hours worked by each category of employee for either lump, for either lump sum or not to exceed projects. The detailed breakdown shall be shown along with the approved budget for each work item, task or sub-task so as to show progress. The City should approve the format prior to the first invoice.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the appropriate City department and project manager, typically located at the following address:

City of Rockville
Department Of <Enter City Department>
Attn: <Enter City Project Manager>
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

15. Payments to Subcontractors

Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

16. Contract Administrator

Contact information for the contract administrator will be provided upon award.

17. City Responsibilities

The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

18. Damage Claims

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

19. Additional Compliance

All services shall be performed in compliance with industry standards as determined by the City of Rockville, and all federal, state, and local laws, ordinances and regulations.

20. Ownership of Documents

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

21. Contract Exclusion and Affirmation

Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

22. Public Information Requests

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

23. Cost Reduction/Savings

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

24. Compliance with Contract

The City of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.

25. Proof of Compliance with Laws

When required, the Contractor shall furnish the City of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

26. Abandonment, Dissolution and Restructuring

A Contractor who abandons or defaults the work on this contract or any Project Task Order that has been issued to a Contractor and causes any work be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible, but not later than thirty (30) days from date of change.

27. Other Sources of Supply

The City of Rockville reserves the right to purchase the materials and services required within this Request for Proposal document from other sources of supply.

28. Renewal

Initial agreement(s) will remain in place through June 30, 2022 and may be renewed for two (2) additional one (1) year periods, one (1) year at a time, with all terms and conditions remaining the same, contingent upon satisfactory performance by the Contractor and fiscal appropriation by the City.

The City of Rockville reserves the right to extend agreements past five (5) years if deemed in the best interest of the City, and mutually agreeable to the parties involved, to allow for the completion of tasks and/or the performance of future tasks related to unfinished projects, which require the services of the engineer(s) of record and their staff. Tasks may include, but are not limited additional services for unforeseen change orders, contract administration, construction/inspection, project closeout, monitoring, warranty inspection, claims/dispute support.

Additionally, where renewals, extensions and or any other form of change is required by the City, the City reserves the right to make changes to Project Task Order work, Project Task Order schedules, as well as the terms and/or conditions of any subsequent Agreement or Project Task Order. The Contractor shall diligently perform all such work without delay even if the Contractor does not agree with any schedule or cost decision of the City relating to changed work. The Contractor must issue any related claim to the City within five (5) days of the City's request to perform the change. The claim will be considered by the City and, if accepted in whole or part, the City will issue a Change Order. The provisions of the Agreement relating to the work and its performance shall apply without exception to any changes or additional work required and to the performance thereof, except as may be otherwise provided by written agreement between the City and the Contractor. The Purchasing Agent or his/her authorized representative must authorize in writing the changes or additional work and/or any change to the amount obligated under the Project Task Order before the changes or additional work is performed and before the Contractor may be reimbursed for such changed or additional work.

Unit prices and hourly rates are to be firm through June 30, 2022, and any discount structures shall remain firm throughout the life of any subsequent agreement. A request for a price or hourly rate adjustment is subject to approval or rejection by the City. A request for a price or hourly rate adjustment from a contract will not be approved unless the Contractor submits to the City sufficient justification to support the Contractor's request.

A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Producer Price Index (PPI) for the twelve (12) month period immediately prior to the date of the request.

The request shall be based upon the PPI Multi-Screen Data Search for Industry Data by the United States Department of Labor, Bureau of Labor Statistics for the specific or closest 5413 Product Code, as determined by the City of Rockville, being provided by the Contractor under any subsequent agreement as listed:

<https://data.bls.gov/cgi-bin/dsrv?pc>

The request for the increase must be accompanied with supporting documentation justifying the requested price or hourly rate adjustment. A price or hourly rate adjustment may only be approved prospectively by a written

contract amendment executed by the City. The price or hourly rate increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request.

29. Cancellation

Upon award, any contract or subsequent Project Task Order is subject to cancellation, without penalty either in whole or in part, if funds are not appropriated.

The City reserves the right of immediate cancellation of any contract or subsequent Project Task Order due to non-performance.

The City reserves the right of cancellation of any contract or subsequent purchase order for convenience with ten (10) days written notice.

30. Independent Vendor Status

Contractor agrees that Contractor and Contractor's employees and agents have no employer-employee relationship with the City of Rockville. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

31. Right to Audit

At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

32. Non-Disclosure

Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

33. Publicity

Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

34. Severability

If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

35. Non-Waiver of Defaults

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any subsequent agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

36. Liquidated Damages

The City of Rockville reserves the right to incorporate liquidated damages verbiage into individual statements of work and Project Task Orders, whenever deemed appropriate by the City. Contractor shall accept language, which requires the understanding and intention to perform fully and in an acceptable manner within the time(s) agreed upon. In the event of failure to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the City reserves the right to require the Contractor to pay a sum, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

37. Contract Quantities

No proposal will be considered which stipulates that the City of Rockville shall guarantee to order a specific quantity of services.

38. Additional Projects

The City of Rockville reserves the right, at its sole discretion, to issue Requests for Proposals for similar work and other projects as the need may occur. The City of Rockville also reserves the right to issue Project Task Orders, and to expand or otherwise modify existing Project Task Orders, to other Open-End Contractors based on its sole discretion, in consideration of its knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City of Rockville.

39. Additional General Terms and Conditions

- a. The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation, or any combination thereof with which any subsequent contract is made by the City of Rockville.
- b. The offeror shall carefully examine the requirements and secure from the City of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the need.
- c. The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the primary Project Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Project Manager and Contractor agrees that Contractor's removal or replacement of the primary Project Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Project Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.
- d. The Contractor shall ensure the designated Project Manager has the management and technical expertise to perform the required services of the program.
- e. The Contractor shall ensure that the Project Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.
- f. Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Project Manager to communicate with all necessary parties through the term of this contract. It is expected that the Project Manager utilize technology to communicate while traveling, as well as, administering this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.
- g. It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.
- h. The terms and conditions found within Attachment F shall apply to any and all aspects of this work. In the event any terms and/or conditions are found to be conflicting within the entire Request for Proposal document, the City of Rockville shall determine, which terms and/or conditions apply on a case-by-case basis.

- i. Any and all third-party (sub) contractors utilized shall adhere to and meet the requirements of Attachment F. Additionally, upon request by City staff, third party (sub) contractors are to provide Certificates of Insurance, which meet the City's minimum requirements.
- j. The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors. Work required by the Contractor to produce Addendums to bids, Amendments to agreements and/or Change Orders to purchase orders associated with specifications and/or drawings produced by the contractor and/or his/her subcontractors shall be provided at no additional cost to the City.
- k. Contractor's personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.
- l. Quotes/Proposals are to be valid for a minimum of 365 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.
- m. The City reserves the right to retain all proposals submitted and to use any ideas therein regardless of whether that proposal is selected.
- n. References throughout this document to the City of Rockville, Mayor and Council, City staff, Department of Finance, Purchasing Division and/or Procurement Division may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.
- o. References throughout this document to bidders, companies, contractors, firm, offerors, respondents, consultant, etc. may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.
- p. References throughout this document to quotes, bids, responses, proposals, etc. may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.

(ATTACHMENT A)

**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM
REQUEST FOR PROPOSAL # 17-18
COMMUNITY PLANNING AND DEVELOPMENT SERVICES**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN A SEALED, MARKED ENVELOPE, AFFIXED ON ONLY TO YOUR ORIGINAL PROPOSAL.

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

ITEM	DESCRIPTION	HOURLY RATE
-------------	--------------------	--------------------

Generic Pricing Formulation Per Section 9, Sub-Section g:

- | | | |
|----|--|----------|
| 1. | Principal/Associate (Corporate Office or Partner) | \$ _____ |
| 2. | Project Manager (> 10 Years' Experience) | \$ _____ |
| 3. | Senior Professional (> 05 Years' Experience) | \$ _____ |
| 4. | Junior Professional (\leq 05 Years' Experience) | \$ _____ |
| 5. | Technician | \$ _____ |

Note: No other titles or rates are to be proposed, or will be considered. Failure to provide pricing in the format listed above may be grounds for the disqualification of a proposal, as determined by the City of Rockville.

Note: Hourly rates shall be inclusive of all profit, fees, travel expenses, costs and other personnel expenditures. No additional payment will be made for travel related expenses (e.g. airfare, meals, mileage, lodging, per-diem, etc.), or miscellaneous non-labor costs (e.g. administrative services, data entry, fax transmissions, telephone calls, etc.). Any non-labor costs, which the City agrees cannot be factored into the generic rates above, (e.g. – express courier rates, equipment rental fees, duplication of plans and drawings, etc.) will be provided at cost, with no additional mark-up or cost plus fees. The City reserves the right to require firms to attach receipts to invoices.

NAME OF BIDDER _____

******* RETURN THIS FORM SEALED WITH ORIGINAL PROPOSAL *******

(ATTACHMENT A - CONTINUED)**OVERTIME**

Overtime rates and calculations must be provided as an exhibit to Attachment A, otherwise they shall become the responsibility of the Contractor. The City will not reimburse for overtime for Contractor's or Sub-Contractor's FLSA exempt employees.

DELIVERY

Confirm ability to adhere to the response times and schedule requirements contained within Section 5, Sub-Sections a. and b.:

Yes _____ No _____

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted:

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

(H) _____

(I) _____

Note: The City reserves the right to require references for any subcontractors or suppliers listed above during the evaluation process, where the City may make such investigation, as it deems necessary to determine the ability of a subcontractor or supplier to furnish services, and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposed subcontractor or supplier if the evidence submitted by or investigation of such subcontractor or supplier fails to satisfy the City that such subcontractor or supplier is properly qualified to carry out the subcontracted service(s).

Note: If no subcontractors or suppliers are listed, the City reserves the right to allow or disallow a contractor to add subcontractors or suppliers for services, on a task-per-task basis, where the City reserves the right to require references for any subcontractors or suppliers, and where the City may make such investigation, as it deems necessary to determine the ability of a subcontractor or supplier to furnish services.

NAME OF BIDDER _____

***** RETURN THIS FORM SEALED WITH ORIGINAL PROPOSAL *****

(ATTACHMENT A - CONTINUED)**EXCEPTIONS**

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF BIDDER _____

***** RETURN THIS FORM SEALED WITH ORIGINAL PROPOSAL *****

(ATTACHMENT A - CONTINUED)**IF AN INDIVIDUAL:**

NAME: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN_____
Signature

(SEAL)

Date_____
Print Signature

WITNESS: _____

Signature_____
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: _____ (SEAL)

Signature_____
Date_____
Print Signature

TITLE: _____ WITNESS: _____

Signature_____
Print Signature

NAME OF BIDDER _____

***** RETURN THIS FORM SEALED WITH ORIGINAL PROPOSAL *****

(ATTACHMENT A - CONTINUED)**IF A CORPORATION:**

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature**REMITTANCE ADDRESS** (if different than above)_____
Street and/or P.O. Box_____
City_____
State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF BIDDER _____

***** RETURN THIS FORM SEALED WITH ORIGINAL PROPOSAL *****

(ATTACHMENT B)**REFERENCES**

The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

2. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

3. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)**A F F I D A V I T**

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ **Date** _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

 Annual Sales Volume: _____(company wide)
 Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 20__ by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and **CONTRACTOR'S NAME**, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to _____.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in **RFP 00-00 "TITLE OF RFP**, to include Addendum 0, hereto attached and made a part hereof and identified as Exhibit "A" and in the **CONTRACTOR'S** proposal dated _____, hereto attached and made a part hereof and identified as Exhibit "B", and in the **LIST ANY ADDITIONAL CLARIFICATION/NEGOTIATION CORRESPONDENCE** of _____, hereto attached and made part hereof and identified as Exhibit "C". In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail over the aforementioned exhibits. In the event the terms of any of the exhibits conflict with each other, then Exhibit "C" shall prevail over both Exhibits "B" and "A". In the event the terms of Exhibit "B" conflict with Exhibit "A", then Exhibit "A" shall prevail over Exhibit "B".

The Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

SAMPLE AGREEMENT - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT E - CONTINUED)

Contract No. _____

3. **OWNERSHIP RIGHTS.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. **CONTRACT TERM.** This Agreement shall be effective upon execution of the contract and shall continue through _____, where the Contractor shall begin work within _____ (____) _____ days after receipt of a _____, and complete all work within _____ (____) _____ days from receipt of a _____.

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

SAMPLE AGREEMENT - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT E - CONTINUED)

Contract No. _____

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with Federal, State, County and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit "A" for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit "A" by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-184 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

SAMPLE AGREEMENT - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT E - CONTINUED)

Contract No. _____

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described for _____.

In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Invoices for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Rockville, Attn: _____ 111 Maryland Avenue, Rockville, MD 20850-2364.

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the said (See Note A) CONTRACTOR'S NAME and COUNCIL have caused these presents to be signed and sealed.

CONTRACTOR'S NAME

Signature: _____ (Seal)
(Either owner or partner)

Printed Name: _____

Title: _____

Witness Signature: _____

Printed Name: _____

Title: _____

SAMPLE AGREEMENT - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT E - CONTINUED)

Contract No. _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____
Robert DiSpirito, City Manager

ATTEST

By: _____ Date: _____
Kathleen A. Conway, City Clerk/Director of Council Operations

Approved as to form and legality:

City Attorney Date: _____

NOTE (A): The CONTRACTOR shall enter the exact legal name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.

SAMPLE AGREEMENT - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F)

**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(PROPOSAL 1.2017)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)

10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<http://www.rockvillemd.gov/documentcenter/view/74>

12. **DOCUMENTS, MATERIALS AND DATA** All documents, materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.

17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

<http://www.rockvillemd.gov/index.aspx?nid=234>

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)

18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.
- All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.
24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 28. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 29. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 30. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

- 31. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

- 32. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 33. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.
35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.
36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)

42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

LEGAL TERMS AND CONDITIONS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)**INSURANCE REQUIREMENTS REV2 (09/08)**

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

INSURANCE REQUIREMENTS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT F - CONTINUED)**ADDITIONAL INSURED**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

INSURANCE REQUIREMENTS - DO NOT RETURN WITH PROPOSAL

(ATTACHMENT G)**Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

MWCOG RIDER - DO NOT RETURN WITH PROPOSAL